



**CITY OF KIRKLAND  
REQUEST FOR PROPOSALS  
JANITORIAL SERVICES  
JOB #39-11-PW**

**PROJECT SCOPE:**

The City of Kirkland is seeking proposals from qualified, licensed and bonded vendors to provide routine janitorial services to eleven (11) City owned facilities. The City intends to open a new Public Safety Building toward the end of 2013. This building will be occupied by the Police Department and Municipal Court.

If it is determined to be to the City's advantage to do so, the City reserves the right to award two contracts, with one contract being for seven (7) buildings designated as Part-Time buildings and the other contract being for four (4) buildings designated as Full-Time buildings. The estimated annual cost for the Part-Time buildings is \$41,000 to \$43,000. The estimated annual cost for the Fulltime buildings is \$104,000 to \$147,000. Payment of King County prevailing wages must be factored into proposal costs. Identification of designated Part-Time and Full-Time buildings can be found on the Price Proposal form.

Information on the Standards of Performance and specific information on each building can be found in the Scope of Work which is Attachment A to this RFP.

**MANDATORY PRE-SUBMITTAL SITE VISITS:** All vendors submitting proposals must have representatives in attendance at site visits being conducted on **November 18<sup>th</sup>**. Participants will meet at 8:00 am in the north entrance of Kirkland City Hall at 123 5<sup>th</sup> Ave, Kirkland, WA 98033.

**BACKGROUND CHECKS:** The Kirkland Police Department will conduct background checks on all janitorial service employees working on City premises. Prior to award of contract, the vendor will be required to submit a list of employees with a completed background check form for each employee.

**PROPOSALS DUE:** Proposals must be received by the Purchasing Agent no later than **4:00 pm PST on Wednesday, November 30, 2011**.

**QUESTIONS REGARDING THIS RFP:** ALL questions must be submitted in writing (Email will suffice.) to the RFP coordinator. Questions and answers will be forwarded to all proposing vendors who provide contact information. In order to make information available to all proposing suppliers, no questions will be entertained past 5:00 pm on **Wednesday, November 23, 2011**

**RFP Coordinator**

Donna Burris  
City of Kirkland

Fax: 425-587-3902  
E-mail: [dburris@kirklandwa.gov](mailto:dburris@kirklandwa.gov)

**DISTRIBUTION OF RFP DOCUMENT AND ADDENDA:** This RFP can be downloaded directly from the City of Kirkland's website ([www.kirklandwa.gov](http://www.kirklandwa.gov)). Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Barry Scott, Purchasing Agent, at [bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov). Those who choose not to submit contact information will be solely responsible for monitoring the City's website for any addenda or a notice of cancellation.

**PROPOSAL PREPARATION:** Firms submitting proposals shall be responsible for any and all costs and/or expenses associated with preparing such proposal.

**SUBMISSION OF PROPOSALS:** Proposals must be received by no later than **4:00 PM, PST, Wednesday, November 30, 2011.**

Proposals may be submitted as email attachments to: [purchasing@kirklandwa.gov](mailto:purchasing@kirklandwa.gov)  
Email attachments must be in MS Word or PDF format. Zip files and emails with attachments exceeding 10MB cannot be accepted.

Sealed paper proposals should contain two (2) printed copies of the proposal. Sealed proposals may be mailed or delivered to:

City of Kirkland  
Attn: Purchasing Agent  
RFP # 39-11-PW  
123 5th Ave  
Kirkland, WA 98033

At a minimum, all proposals must contain:

- The completed Price Proposal Form
- Statement of Supplier's Qualifications
- Five references for contracts of similar size
- Completed Non-Collusion Affidavit

Proposals may also include company specific narrative information regarding the company's background and capabilities.

It is the responsibility of the supplier to be sure the proposals are sent sufficiently ahead of time to be received **no later than 4:00 PM** on the date proposals are due. Proposals received after the 4:00 PM deadline will not be considered for award of contract.

**EVALUATION PROCEDURES:** Proposals will be evaluated by the City's Internal Services Division staff and Purchasing Services staff.

It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. While pricing will be a major consideration in the award of the contract, reference checks and required background checks will also be taken into consideration.

**CONTRACT:** The contract shall consist of the following documents: The Request for Proposals (RFP), the accepted proposal, a General Services Contract (sample attached) and any agreed upon written changes to any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

**CONTRACT TERM:** The resulting contract will be for a period of two (2) years with the option to renew each year for three (3) additional years.

**COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the supplier agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

**COMPLIANCE WITH LAWS:** The supplier shall comply with all applicable federal, state and local laws, rules, and regulations, affecting its performance and hold the Purchaser harmless against any claims arising from the violation thereof.

**NONCOLLUSION:** The supplier must certify that their firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered in this Request for Proposals. Supplier is to complete the attached Noncollusion affidavit and submit it with the proposal.

**PAYMENT TERMS:** Net 30 days after delivery and receipt of invoice.

**PREVAILING WAGES:** Payment of prevailing wages shall apply to any labor

**JOB NO. 39-11-PW**  
**STATEMENT OF SUPPLIER'S QUALIFICATIONS**

Each supplier shall prepare and submit the following data along with their proposal.

1. Company: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
4. How many years have you been engaged in business under the present firm name? \_\_\_\_\_
5. Have you ever been refused security clearance? Yes\_\_\_\_ No\_\_\_\_
6. Have you ever had a contract terminated prior to expiration? If yes, please explain:  
\_\_\_\_\_  
\_\_\_\_\_
7. Do you provide pro-active inspections? Yes \_\_\_\_ No\_\_\_\_
8. List recent projects completed by your company, including contracting agency type of work and approximate cost: (Provide five contract references with phone numbers.)
  - (1) \_\_\_\_\_
  - (2) \_\_\_\_\_
  - (3) \_\_\_\_\_
  - (4) \_\_\_\_\_
  - (5) \_\_\_\_\_
10. Bank references: \_\_\_\_\_
11. State of Washington Registration No.: \_\_\_\_\_
12. Federal IRS Identification No.: \_\_\_\_\_
13. I certify that other contracts now in progress or hereafter obtained will not interfere with timely performance of services to the City of Kirkland should I be awarded the contract.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*Return this form with your proposal by 4:00 pm on November 30, 2011*

**NONCOLLUSION AFFIDAVIT  
RFP FOR JANITORIAL SERVICES  
JOB NO. 39-11-PW**

STATE OF WASHINGTON     )  
                                      ) SS  
COUNTY OF KING         )

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Owner for consideration in the award of a contract on the improvements described as follows for the City of Kirkland:

Primary supplier of Janitorial Services

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public  
in and for the State of Washington  
Residing at \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## GENERAL SERVICES CONTRACT *Sample*

This Agreement is made between the City of Kirkland, Washington (hereinafter the "City") and \_\_\_\_\_ (hereinafter the "Contractor"),  
whose address is \_\_\_\_\_.  
*(street, city, state, zip)*

### **I. SERVICES PROVIDED**

The Contractor agrees to provide all necessary labor to perform the following services for the City:

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### **II. CONDITIONS/ARRANGEMENTS**

- A. Contractor will supply all materials, equipment, and skills necessary to provide the services identified above; except that the City shall provide:

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- B. Additional services/program details:

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- C. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. The Contractor is responsible for the payment of or procurement of all licenses, fees, taxes, bonds, insurance, and the like, which are or may be required of a self-employed entity performing a similar service.

- E. The services identified under this Contract, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

### **III. DURATION**

The services of the Contractor shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 2011, and terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 2014. By mutual agreement, the contract may be extended for one (1) additional year.

### **IV. PAYMENT**

- A. The City of Kirkland shall pay Contractor for completed services rendered under this Agreement, the maximum amount of \$\_\_\_\_\_. The compensation set forth in this paragraph shall constitute the sole compensation of the Contractor for the services under this Agreement.
- B. Contractor shall submit an invoice to the Department for services rendered. The invoice must show invoice number, detailed description of work performed, total amount due, and a signature, address, and telephone number of the Contractor. Payment will be made in the normal course of business following receipt of invoice. (Net 45 days.)

### **V. LIABILITY INSURANCE**

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

#### **A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**B. Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

**F. Claims-made Coverage**

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.



## **V. INDEPENDENT CONTRACTOR**

Contractor is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Contractor agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Contractor is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Contractor, or any employee of Contractor.

## **VI. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign, transfer, convey, pledge, or otherwise dispose of this contract or any part of this Contract without written prior consent to the City.

## **VII. NONDISCRIMINATION**

The Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **VIII. TERMINATION OF CONTRACT**

This Agreement may be terminated by the City by giving ten (10) business days' written notice, with or without cause, to the Contractor. In the event of termination, all finished or unfinished reports or other material prepared by the Contractor pursuant to this Agreement shall be provided to the City. In the event of termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory services rendered prior to the effective date of termination.

## **IX. HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**X. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state, and City of Kirkland laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XI. NOTICES/FORMAL COMMUNICATIONS**

Written notices, requests, or grievances to the City shall be made to: \_\_\_\_\_  
\_\_\_\_\_, Attention: \_\_\_\_\_  
Kirkland City Hall, 123 Fifth Avenue, Kirkland, Washington 98033. Written notices, requests, or grievances to the Contractor shall be made to the address provided by the contractor in this Agreement.

**XII. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, together with the Request for Proposals and the Proposal, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreement, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CONTRACTOR

CITY OF KIRKLAND

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_

Print Name Date: \_\_\_\_\_

Address \_

City, Zip \_

Phone(s) \_

SS#/Tax ID# of Payee:

\_\_\_\_\_

# PRICE PROPOSAL JANITORIAL SERVICES JOB NO. 39-11-PW

Having carefully examined the Request for Proposals and Scope of Work, and having attended the required site visits, the undersigned proposes to furnish Janitorial Services in compliance with the above requirements and the Scope of Work (Attachment A) for the amounts set forth below.

**Part-Time Buildings:**

Building	Cleaning Schedule	Annual Bid
City Hall Annex Lower Floor (Police)	Tuesday - Thursday	
City Hall Annex Upper Floor (Public Works)	Tuesday, Thursday and Sunday	
505 Market (Parks and Human Resources)	Tuesday, Thursday and Sunday	
Maintenance Center— 3 Buildings: A, B & C	Tuesday, Thursday and Sunday	
Maintenance Center Annex (Parks)	Tuesday, Thursday and Sunday	
Heritage Hall	Sunday & as needed	
Total for Part-Time Buildings:		

**Full-Time Buildings:**

Building	Cleaning Schedule	Annual Bid
City Hall	Monday - Sunday	
North Kirkland Community Center	Monday - Sunday	
Peter Kirk Community Center	Sunday – Thursday & as needed	
Municipal Court	Sunday – Thursday	
Total for Full-Time Buildings:		

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_